

MR01

Particulars of a charge

010853/23  
laserform



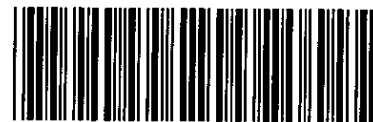
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with  
Please see 'How to pay'

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

✗ **What this form is NOT**  
You may not use this form to  
register a charge where  
instrument. Use form MR

TUESDAY



\*A6BG51EV\*

A08

25/07/2017

#125

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 4 6 0 4 2 1 7 /  
Company name in full THE SPECIALIST WORKS LIMITED /

0 0 0 6

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

2

Charge creation date

Charge creation date d<sub>1</sub> d<sub>0</sub> m<sub>0</sub> m<sub>7</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>7</sub> /

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name NICK ILLSTON AS SECURITY TRUSTEE /

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Freehold land at 94 White Lion Street, Islington, London, N1 9PF as the same is registered at the Land Registry with title number NGL585641

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X

Clank Hotel

X

This form must be signed by a person with an interest in the charge.

**MR01**

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Clark Holt Limited

Address

Hardwick House

Prospect Place

Post town

Swindon

County/Region

Wiltshire

Postcode

S

N

1

3

L

J

Country

DX

Telephone

01793 617444

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4604217

Charge code: 0460 4217 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2017 and created by THE SPECIALIST WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2017.

②

Given at Companies House, Cardiff on 31st July 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**SECURITY AGREEMENT**

DATED: 10 July 2017

**THE SPECIALIST WORKS LIMITED**

**AND**

**NICK ILLSTON**

**as Security Trustee**

**Relating to**

**A Share Purchase Agreement relating to the purchase of Mint Global Limited**

**THIS DEED IS SUBJECT TO THE TERMS OF A DEED OF PRIORITY DATED ON OR  
ABOUT THE DATE OF THIS DEED**

**WE CERTIFY this to be a true copy of the  
original**

**(signed) CLARK HOLT**

**Date: 13/7/17**

**CLARK HOLT Commercial Solicitors  
Hardwick House, Prospect Place  
Swindon Wiltshire SN1 3LJ  
01793 617444**

THIS DEED is dated 10 JULY 2017

**BETWEEN:**

- (1) **THE SPECIALIST WORKS LIMITED** (registered in England and Wales under company number 04604217) whose registered office is at 4 Abbey Wood Road, Kings Hill, West Malling, Kent ME19 4AB (**"the Debtor"**); and
- (2) **NICK ILLSTON** of 357a, Amhurst Road, London N16 7UX (**"the Security Trustee"**) as security trustee for the Secured Parties.

**BACKGROUND**

- (A) The Debtor enters into this Deed in connection with the Share Purchase Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

<b>Act</b>	means the Law of Property Act 1925
<b>Chargor</b>	means the Debtor
<b>Event of Default</b>	means a default or failure on the observance or performance of any covenants or obligations on its behalf to be observed or performed under the Share Purchase Agreement
<b>Deed of Priority</b>	means a deed of priority to be entered into on or about the date of this security agreement between (i) Barclays Bank Plc (ii) Nick Illston, Ben Wilcockson, Mark Timmis and Ian Bartlett (iii) Nick Illston (as security trustee) and (iv) the Debtor
<b>Party</b>	means a party to this Deed
<b>Receiver</b>	means an administrative receiver, receiver and manager or a receiver, in each case appointed under this Deed

<b>Secured Parties</b>	means each Seller under the Share Purchase Agreement and Secured Party shall be construed accordingly
<b>Secured Liabilities</b>	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Debtor to the Secured Parties under the Share Purchase Agreement
<b>Security Assets</b>	means all assets of the Chargor the subject of any security created by this Deed
<b>Security Period</b>	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full
<b>Shares</b>	means, in respect of the Chargor, the shares held by The Chargor in any other member of the Group (including without limitation those shares set out in Schedule 1 (Security Assets) under the heading "Investments")
<b>Share Purchase Agreement</b>	means the share purchase agreement dated on or about the date of this Deed between the Debtor and the Secured Parties relating to the purchase of the entire issued share capital of Mint Global Limited (company number 05370305)

## 1.2 Construction

- (a) Capitalised terms defined in the Share Purchase Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of Clause 1 of the Share Purchase Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Share Purchase Agreement are to be construed as references to this Deed.
- (c)
  - (i) the term Share Purchase Agreement includes all amendments and supplements thereto;
  - (ii) the term this Security means any security created by this Deed; and
  - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future assets.
- (d) Any covenant of the Chargor under this Deed remains in force during the Security Period.

- (e) If the Security Trustee considers that an amount paid to a Secured Party under the Share Purchase Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires a reference to a Security Asset includes the proceeds of sale of that Security Asset.

### **1.3 Security Trustee**

Nick Illston agrees to act as Security Trustee under this Deed on the terms set out in Schedule 4.

## **2. CONFIRMATION OF AUTHORITY**

### **2.1 Confirmation**

The Chargor confirms to the Security Trustee that:

- (a) the Chargor has been irrevocably and unconditionally authorised and directed to this Deed in favour of the Security Trustee and to mortgage and charge the legal interest and estate in the Security Assets vested in the Chargor; and
- (b) the Chargor is authorised to give good receipt for any monies paid in accordance with Clause 15 (Application of Proceeds).

### **2.2 Undertaking**

The Chargor undertakes to the Security Trustee:

- (a) that if the Security Trustee or any Receiver or other officer appointed by the Security Trustee or Receiver or on its behalf, sells all or part of the Security Assets in accordance with the rights of the Security Trustee under this Deed, the Chargors shall, at the request and on the direction of the Security Trustee, deliver a valid receipt for the proceeds of sale of all or part of that Security Asset to any person to whom the Security Trustee or any such Receiver or other officer shall so require;
- (b) to do or effect all acts, matters and things to give effect to paragraph (a) above and this paragraph (b) and the transactions contemplated thereby and give all consents and waivers in relation thereto and to execute under hand or under seal or become party to any documents referred to above or arising in the course of any transaction contemplated thereby or in connection therewith in each case as the Security Trustee may in its absolute discretion think fit;



- (c) that to the extent that any legal rights or powers in relation to a Security Asset remain vested in the Chargor, the Chargors shall take all necessary steps to ensure that the Chargor complies with its undertakings in relation to such rights and powers, as contained in the Share Purchase Agreement and this Deed.
- (d) that it will not, whilst any Secured Liabilities are outstanding, require the exercise by the Chargor of the trust for sale under the terms of which the Chargor may hold the legal title to the Security Asset, save in circumstances that would result in the satisfaction in full of the Secured Liabilities in accordance with the Share Purchase Agreement.
- (e) that it will not exercise its statutory power of appointing new or additional trustees in relation to the trust for sale referred to in paragraph (d) above except with the prior consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).
- (f) that it will not agree to any amendment, novation or waive any of the terms of any appointment of any guarantor without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).
- (g) that it will, at the request of the Security Trustee for the purpose of preserving or realising its security, appoint an additional trustee in relation to the trust of any Security Asset. The terms of the appointment and the identity of the new trustees must be in a form and substance satisfactory to the Security Trustee acting reasonably.

### **3. CREATION OF SECURITY**

#### **3.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Trustee;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Trustee holds the benefit of this Deed on trust for the Secured Parties on the terms and conditions of this Deed and the Share Purchase Agreement.

#### **3.2 Land**

- (a) The Chargor charges by way of fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it, including the real property listed in Schedule 1 Security Assets.
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes;
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **3.3 Securities**

- (a) The Chargor charges by way of a first legal mortgage or a first fixed charge its interest in the Shares and all other shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
  - (i) any dividend or interest paid or payable in relation to it; and
  - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

### **3.4 Plant and machinery**

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

### **3.5 Credit balances**

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by it.

### **3.6 Book debts etc**

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and

- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

### **3.7 Insurances**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

### **3.8 Other contracts**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under any agreement for lease or occupational lease of any Security Asset ("Lease Document");
- (b) in respect of all amounts paid or payable to or for the account of any Chargor in connection with the letting of any part of any Security Asset ("Rental Income");
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under any agreement relating to the purchase of a Security Asset by the Chargor; and
- (e) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause; this includes the agreements (if any) specified in Schedule 1 (Security Assets) under its name under the heading **Relevant Contracts**.

### **3.9 Intellectual property**

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
  - (b) any copyright or other intellectual property monopoly right; or
  - (c) any interest (including by way of licence) in any of the above,
- in each case whether or not and including all applications for the same.

### **3.10 Miscellaneous**

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

### **3.11 Floating charge**

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of a fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Trustee may by notice to any Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
  - (i) an Event of Default is outstanding; or
  - (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## **4. REPRESENTATIONS – GENERAL**

### **4.1 Nature of security**

Subject to any general principles of law limiting its obligations and referred to in any legal opinion required under the Share Purchase Agreement, the Chargor represents to each Secured Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

#### **4.2 Times for making representation**

- (a) The representations set out in this Deed (including in this Clause) are made by the Chargor on the date of this Deed in respect of itself only.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Chargor on the date of each Request.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

### **5. RESTRICTIONS ON DEALINGS**

#### **5.1 Security**

Except as expressly allowed in the Share Purchase Agreement, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for this Security).

#### **5.2 Disposals**

No Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for a disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed.

### **6. LAND**

#### **6.1 General**

In this Clause:

**Dangerous Substance** means any radioactive emissions and any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) and including (without limitation) any controlled, special, hazardous, toxic, radioactive or dangerous waste, is capable of causing harm to any living organism or damaging the Environment or public health.

**Environment** means all, or any part of, the following media: the air (including, without limitation, the air within buildings and the air within other natural or man-made

structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil).

**Environmental Approval** means any authorisation required by any Environmental Law.

**Environmental Claim** means any claim by any person:

- (a) in respect of any loss or liability suffered or incurred by that person as a result of or in connection with any violation of Environmental Law; or
- (b) that arises as a result of or in connection with Environmental Contamination and that is capable of giving rise of any remedy or penalty (whether interim or final) that may be enforced or assessed by private or public legal action or administrative order or proceedings including, without limitation, any such claim that arises from injury to persons or property.

**Environmental Contamination** means each of the following and their consequences:

- (a) any release, emission, leakage or spillage of any Dangerous Substance at or from any site owned or occupied by the Chargor into any part of the Environment;
- (b) any accident, fire, explosion or sudden event at any site owned or occupied by the Chargor which is directly caused by or attributable to any Dangerous Substance; or
- (c) any other pollution of the Environment arising at or from any site owned or occupied by the Borrower.

**Environmental Law** means all laws and regulations concerning pollution, the Environment or Dangerous Substances.

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

**Insured Property Assets** means the Premises and all of the Chargor's other assets of an insurable nature in the Premises.

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets under the Leasing Real Property.

**Premises** means all buildings and erections located on the Mortgaged Property.

## **6.2 Repair**

The Chargor must keep:

- (a) the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and
- (b) the Fixtures and all plant, machinery, implements and other effects owned by it and which are in or on the Premises or elsewhere in a good state of repair and in good working order and condition.

### **6.3 Compliance with leases and covenants**

The Chargor must:

- (a) perform all the terms on its part contained in any lease or agreement for lease comprised in the Mortgaged Property;
- (b) not do or allow to be done any act as a result of which any lease or agreement for lease comprised in the Mortgaged Property may become liable to forfeiture or otherwise be terminated; and
- (c) duly and punctually comply with, and indemnify the Security Trustee in respect of any breach of, any covenant or stipulation (restrictive or otherwise) affecting the Mortgaged Property.

### **6.4 Notices to tenants**

The Chargor must following the occurrence of an Event of Default:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of letter for occupational tenants).

### **6.5 Acquisitions**

If the Chargor acquires any freehold or leasehold property after the date of this Deed it must:

- (a) notify the Security Trustee immediately;
- (b) immediately on request by the Security Trustee and at the cost of the Chargor, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property in any form which the Security Trustee may require;

- (c) if the title to that freehold or leasehold property is registered at The Land Registry or required to be so registered, give The Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at The Land Registry.

#### **6.6 Compliance with applicable laws and regulations**

The Chargor must perform all its obligations under any law for the time being in force in any way related to or affecting the Mortgaged Property.

#### **6.7 Notices**

The Chargor must, within 14 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Security Trustee; and
- (b) inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirement.

#### **6.8 Development**

- (a) In this Clause, **Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, and any subordinate legislation made (before or after this Deed) under those statutes any other statute governing or controlling the use or development of land and property.
- (b) Unless agreed by the Security Trustee (acting reasonably), no Chargor may:
  - (i) make or allow to be made any application for planning permission in respect of any part of the Mortgaged Property; or
  - (ii) carry out or allow to be carried out on any part of the Mortgaged Property any development (within the meaning of the Planning Acts and being development for which the permission of the local planning authority is required).

#### **6.9 Environmental matters**



- (a) The Chargor represents to the Security Trustee that it has obtained all requisite Environmental Approvals required for the carrying on of its business as currently conducted.
- (b) The Chargor must ensure that it is in compliance with all Environmental law and Environmental approvals applicable to it, where failure to do so has or will have a Material Adverse Effect or result in any liability for a Secured Party.
- (c) The Chargor must promptly upon becoming aware notify the Security Trustee of:
  - (i) any Environmental Claim current, or to its knowledge, pending or threatened;
  - (ii) any circumstances reasonably likely to result in an Environmental Claim; or
  - (iii) any suspension, revocation or notification of any Environmental Approval,
 which, if substantiated, has or will have a Material Adverse Effect or result in any liability for the Security Trustee
- (d) The Chargor must indemnify each Secured Party against any loss or liability which:
  - (i) that Secured Party incurs as a result of any actual or alleged breach of any Environmental law by any person; and
  - (ii) which would not have arisen if that Secured Party had not entered into the Share Purchase Agreement.

unless it is caused by that Secured Party's gross negligence or wilful misconduct.

#### **6.10 The Land Registry**

The Chargor must apply to the Chief Land Registrar for a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at The Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the security agreement referred to in the charges register dated

, 2017 in favour of Nick Illston (as trustee for the Secured Parties referred to in that security agreement) or its conveyancer.

#### **6.11 Deposit of title deeds**

Unless otherwise agreed with the Security Trustee, the Chargor must deposit with the Security Trustee all deeds and documents of title relating to the Mortgaged Property and

all local land charges, land charges and The Land Registry search certificates and similar documents received by or on behalf of the Chargor.

#### **6.12 Investigation of title**

The Chargor must grant the Security Trustee or its lawyers on request all facilities within the power of the Chargor to enable the Security Trustee or its lawyers (at the expense of the Chargor) to:

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

#### **6.13 Power to remedy**

If the Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Security Trustee or its agents and contractors:

- (a) to enter any part of the Mortgaged Property;
- (b) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
- (c) to take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

The Chargor must immediately on request by the Security Trustee pay the costs and expenses of the Security Trustee or its agents and contractors incurred in connection with any action taken by it under this Subclause.

### **7. SECURITIES**

#### **7.1 General**

In this Clause:

**Investments** means:

- (a) the Shares;
- (b) all the shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (Definitions);
- (c) any dividend or interest paid or payable in relation to any of the above; and

- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

## **7.2 Investments**

The Chargor represents to each Secured Party that:

- (a) the Investments are fully paid; and
- (b) it is the sole legal owner of the Investments.

## **7.3 Deposit**

The Chargor must:

- (a) immediately deposit with the Security Trustee, or as the Security Trustee may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment; and
- (b) promptly execute and deliver to the Security Trustee all undated share transfers and other documents which may be requested by the Security Trustee in order to enable the Security Trustee or its nominees to be registered as the owner or otherwise obtain a legal title to any Investment.

## **7.4 Changes to rights**

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further Investments being issued.

## **7.5 Calls**

- (a) The Chargor must pay all calls or other payments due and payable in respect of any Investment.
- (b) If the Chargor fails to do so, the Security Trustee may pay the calls or other payments in respect of any Investment on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Trustee for any payment made by the Security Trustee under this Subclause.

## **7.6 Other obligations in respect of Investments**

- (a) The Chargor must promptly copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Investments. If it fails to do so, the

Security Trustee may elect to provide such information as it may have on behalf of the Chargor.

- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment.
- (c) The Security Trustee is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment.

## **7.7 Voting rights**

- (a) Before this Security becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Trustee) be exercised in any manner which the Chargor may direct in writing; and
  - (ii) all dividends or other income paid or payable in relation to any Investments must be paid to the Chargor.
- (b) The Chargor must indemnify the Security Trustee against any loss or liability incurred by the Security Trustee as a consequence of the Security Trustee acting in respect of the Investments as permitted by this Deed on the direction of the Chargor.
- (c) After this Security has become enforceable, the Security Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

## **8. INTELLECTUAL PROPERTY**

### **8.1 General**

In this Clause **Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and included in the definition of Security Assets in Clause 1.1 (Definitions).

## **8.2 Representations**

The Chargor represents each Secured Party that:

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted;
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights;
- (c) those Intellectual Property Rights are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties;
- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

## **8.3 Preservation**

- (a) The Chargor must:
  - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force;
  - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
  - (iii) if requested to do so by the Security Trustee, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
  - (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.

The Chargor must ensure that, except with the prior consent of the Security Trustee, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

## **9. BOOK DEBTS**

### **9.1 Book debts and receipts**

(a) The Chargor must get in and realise its:

- (i) rent and other amounts due from tenants of the Mortgaged Property; and
- (ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Trustee.

## **10. RELEVANT CONTRACTS**

### **10.1 General**

In this Clause **Relevant Contracts** means:

- (a) an agreement specified in Schedule 2 (Security Assets) under the heading Relevant Contracts, and
- (b) any other agreement to which the Chargor is a party and which the Security Trustee has designated in writing as a Relevant Contract.

### **10.2 Representations**

(a) The Chargor represents to the Security Trustee that:

- (i) all payments to it by any other party a Relevant Contract to which it is a party are not subject to any right of set-off or similar right;
- (ii) each such Relevant Contract is legally binding, valid, and enforceable obligation;
- (iii) it is not in default of any of its obligations under any such Relevant Contract;
- (iv) there is no prohibition on assignment in any such Relevant Contract; and
- (v) its entry into and performance of this Deed will not conflict with any term of any such Relevant Contract.

### **10.3 Preservation**

The Chargor may not, without the prior consent of the Security Trustee:

- (a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party; or
- (b) take any action which might jeopardise the existence or enforceability of any such Relevant Contract.

#### **10.4 Other undertaking**

The Chargor must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract to which it is a party; and
- (b) supply each of the Security Trustee and any Receiver with copies of each such Relevant Contract and any information and documentation relating to any such Relevant Contract requested by the Security Trustee or any Receiver.

#### **10.5 Notices of Assignment**

The Chargor must, at the request of the Security Trustee:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Relevant Contracts).

### **11. WHEN SECURITY BECOMES ENFORCEABLE**

#### **11.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs.

#### **11.2 Discretion**

After this Security has become enforceable, the Security Trustee shall enforce all or any part of this Security as it in its absolute discretion may decide.

#### **11.3 Statutory Powers**

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

### **12. ENFORCEMENT OF SECURITY**

### **12.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grants options as the Security Trustee may think fit and without the need to comply with any provision of Section 99 or 100 of the Act.

### **12.2 No liability as mortgagee in possession**

Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **12.3 Privileges**

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

### **12.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Share Purchase Agreement; or
- (d) how any money paid to the Security Trustee or to that Receiver is to be applied.

### **12.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Trustee may:
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself; and/or



- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **12.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Share Purchase Agreement but at any time when amounts may or will become due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

### **13. RECEIVER**

#### **13.1 Appointment of Receiver**

- (a) Except as provided below, the Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargor so requests the Security Trustee in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000.
- (e) The Security Trustee may not appoint an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Trustee is prohibited from so doing by Section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

#### **13.2 Removal**

The Security Trustee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver

appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment for any reason have terminated.

### **13.3 Remuneration**

The Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

### **13.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Security Trustee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **13.5 Exercise of Receiver powers by the Security Trustee**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **14. POWERS OF RECEIVER**

### **14.1 General**

- (a) A Receiver has all of the rights, powers and discretions to the extent of the Security Assets in respect of which he has been appointed only set out below in this Clause in addition to those conferred on it by any law, this includes:
  - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **14.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset.

#### **14.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner he thinks fit to the extent of the Security Assets of which the Receiver is appointed.

#### **14.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

#### **14.5 Borrow Money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset in respect of which the Receiver has been appointed either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

#### **14.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset in respect of which the Receiver has been appointed by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

#### **14.7 Leases**

A Receiver may let any Security Asset in respect of which the Receiver has been appointed for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of the Security Asset in respect of which the Receiver has been appointed on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

#### **14.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset to the extent that the Receiver has been appointed.

#### **14.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit to the extent that the Receiver has been appointed.

#### **14.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset to the extent that the Receiver has been appointed.

#### **14.11 Subsidiaries**

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

#### **14.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed.

#### **14.13 Lending**

A Receiver may lend money or advance credit to any customer of the Chargor.

#### **14.14 Protection of assets**

A Receiver may in respect of any Security Asset in which he has been appointed:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case he thinks fit.

#### **14.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

## **15. APPLICATIONS OF PROCEEDS**

Any moneys received by the Security Trustee or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Trustee or any Receiver under or in connection with this Deed or the Share Purchase Agreement and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

## **16. EXPENSES AND INDEMNITY**

The Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Security Trustee, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

## **17. DELEGATION**

### **17.1 Power of Attorney**

- (a) The Security Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.
- (b) The Security Trustee may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

#### **17.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Trustee or any Receiver may think fit.

#### **17.3 Liability**

Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

### **18. FURTHER ASSURANCES**

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Trustee may think expedient.

### **19. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of its delegates or sub-delegates to be its attorneys to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

### **20. MISCELLANEOUS**

#### **20.1 Covenant to pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Share Purchase Agreement and this Deed.

#### **20.2 Notice of Assignment**

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the same group of companies as the Chargor and contained in any other Security Document.

### **21. RELEASE**

At the end of the Security Period, the Security Trustee and each Secured Party must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security and notify each occupational tenant of any Real Property to whom notice has been sent or to whom notice has been served under this Deed that it can from the date of the notification act in accordance with the relevant Chargor's instructions without the consent of the Security Trustee.

### **22. GOVERNING LAW**

This Deed is governed by English law.

### **23. ENFORCEMENT**

#### **23.1 Jurisdiction**

- (a) The English courts have exclusive jurisdiction to settle any dispute in connection with any Finance Document.
- (b) The English courts are the most appropriate and conventional courts to settle any such dispute and the Chargor waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.
- (c) This Clause is for the benefit of the Security Trustee and Secured Parties only. To the extent allowed by law, they may take:
  - (i) proceedings in any other court; and
  - (ii) concurrent proceedings in any number of jurisdictions.

#### **23.2 Waiver of immunity**

The Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by the Security Trustee against it in relation to this Deed and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings;
- (c) waives all rights of immunity in respect of it or its assets.

**24. DEED OF PRIORITY**

The provisions of this Deed shall be subject to the provisions of the Deed of Priority and in the event of any conflict or inconsistency between the terms of this Deed (including the terms of Schedule 4) and the terms of the Deed of Priority, the terms of the Deed of Priority shall prevail.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.



**SCHEDULE 1**  
**SECURITY ASSETS**

**REAL PROPERTY**

<b>Freehold/ Leasehold</b>	<b>Property Location</b>	<b>Property Description</b>	<b>Title Number(s)</b>
Freehold	London	94 White Lion Street, Islington, London, N1 9PF	NGL585641

## INVESTMENTS

Subsidiary/Company in which Shares are held	Percentage of share capital held
Transactional Media Limited (03576396)	100%
Mint Global Limited (05370305)	100%

SCHEDULE 2  
FORMS OF LETTER FOR OCCUPATIONAL TENANTS  
PART 1

NOTICE TO OCCUPATIONAL TENANT

[On the letterhead of relevant Chargor]

To: {Occupational Tenant}

[Date]

Dear Sirs,

Security Document dated [ ] 2017 between inter alia The Specialist Works Limited,  
and Nick Illston (the Security Document)

We refer to the lease dated [ ] and made between [ ] and [ ] (the Lease).

This letter constitutes notice to you that under the Security Document we have assigned by way of security to Nick Illston (as trustee for the Secured Parties as referred to in the Security Document) ("**Security Trustee**") all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with the Bank at [ ], Account No. [ ], Sort Code [ ] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

This letter is governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ] with a copy to ourselves.

Yours faithfully

For  
[Chargor]

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: NICK ILLSTON

[Date]

Dear Sirs,

**Security Document dated [ ] 2017 between inter alia The Specialist Works Limited and Nick Illston (the Security Document)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] 2017 (the **Notice**) in relation to the lease (as defined in the Notice).

We accept instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the notice); and
- (b) must pay all rent and all other monies payable by us under the lease into the Rent Account (as defined in the notice); and
- (c) must continue to pay those monies into the Rent Account until we receive the Security Trustee's written instructions to the contrary.

This letter is governed by English law.

Yours faithfully

.....

For

[OCCUPATIONAL TENANT]

**SCHEDULE 3**  
**FORMS OF LETTER FOR RELEVANT CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [Contract Party]

[Date]

Dear Sirs

**Security Document dated [ ] 2017 between inter alia The Specialist Works Limited  
and Nick Illston (the Security Document)**

This letter constitutes notice to you that under the Security Document we have assigned by way of security to Nick Illston (as trustee for the Secured Parties as referred to in the Security Document) ("Security Trustee") all our rights in respect of [insert details of Contract] the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Trustee, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Trustee to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Trustee.

This letter is governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Trustee at [ ].

Yours faithfully

.....

**PART 2**

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To: NICK ILLSTON

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Document dated [ ] 2011 between between inter alia The Specialist Works Limited and Nick Illston (the Security Document)**

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] of an assignment on the terms of the Security Document dated [ ] 2017 of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice.

This letter is governed by English law.

Yours faithfully

.....

(Authorised Signatory)

[Contract Party]

**SCHEDULE 4**  
**SECURITY TRUSTEE**

**1. Appointment**

- a. The Security Trustee declares that it holds the benefit of this Deed on trust for the Secured Parties absolutely on the terms and conditions of this Deed and the Share Purchase Agreement.
- b. The Security Trustee shall have only those duties which are expressly specified in this Deed.
- c. Save in respect of paragraph 4(a) of this Schedule 4 the Security Trustee's duties under this Deed are of a mechanical and administrative nature.
- d. The Security Trustee accepts its appointment as Security Trustee.

**2. Exercise of Security Trustee's powers**

- a. The Security Trustee shall only exercise its rights, powers and discretions under this Deed in accordance with the instructions of the Secured Parties, such instructions to be binding on the Security Trustee.
- b. The Security Trustee shall be prohibited from taking any step in relation to the Security Assets without prior written consent of the Secured Parties.
- c. The Security Trustee shall hold on trust for the Secured Parties and immediately pass to the Secured Parties for application in accordance with Clause 15 (Application of proceeds) all money or property received by it pursuant to this Deed as Security Trustee.
- d. The Security Trustee shall immediately provide the Secured Parties with a copy of any notice or other communication received by it under, or in connection with, this Deed.
- e. Where the Security Trustee is instructed by the Secured Parties to release any security created under this Deed it must execute (at the request and expense of the Chargors) any document which is reasonably required to achieve that release.

**3. Replacement of Security Trustee**

- a. The Secured Parties may, at any time, by giving notice to the Security Trustee require it to resign as Security Trustee under this Deed.
- b. At the same time as the notice in (a) above taking effect, the Secured Parties acting together, may appoint a successor Security Trustee.

- c. The resignation of the Security Trustee and the appointment of any successor Security Trustee will both become effective only when the successor Security Trustee notifies all the parties to this Deed that it accepts its appointment. On giving the notification, the successor Security Trustee will succeed to the position of the Security Trustee and the term Security Trustee will mean the successor Security Trustee.
- d. The resigning Security Trustee must, at its own cost, make available to the successor Security Trustee such documents and records and provide such assistance as the successor Security Trustee may reasonably request for the purposes of performing its functions as the Security Trustee under this Deed.
- e. Upon the appointment of the successor Security Trustee taking effect the parties to this Deed agree that this Deed will be amended to the extent the Secured Parties (acting reasonably) determines is necessary to reflect the change.

#### **4. Security Trustee's Indemnity**

- a. The Security Trustee must indemnify each Secured Party against any loss or liability which that Secured Party incurs as a consequence of the Security Trustee failing to comply with its obligations under this Deed or acting in breach of the instructions of the Secured Parties.
- b. The Secured Parties may rely on and enforce the provisions of this Schedule 4 under the Contract (Rights of Third Parties) Act 1999.

#### **5. Reliance**

The Security Trustee may rely on any notice or document believed by it to be genuine and correct and to have been signed by or with the authority of the proper person.

#### **6. Protective Provisions**

- a. To the extent the Security Trustee acts in accordance with the instructions of the Secured Parties and save as may be attributable to its negligence or wilful misconduct, the Security Trustee (together with its directors, employees and/or agents) shall be fully protected if it acts on the instructions of the Secured Party in the exercise of any right, power or discretion provided for in this Deed and shall have no liability to any Secured Party for any action taken or not taken by it in connection with this Deed.
- b. The Secured Trustee is not responsible for the legality, validity, effectiveness, adequacy or enforceability of this Deed.
- c. The Security Trustee shall not be liable (i) for any failure to give notice to any third party or to register, file or record (or any defect in such registration, filing or recording) any security or this Deed, or (ii) to obtain any licence, consent or other authority for the



creation of any security or (iii) for any failure, omission or defect in perfecting or protecting the security constituted by this Deed.

- d. To the extent the Security Trustee acts in accordance with the instructions of the Secured Parties and save as may be attributable to its negligence or wilful misconduct, each Secured Party must indemnify the Security Trustee for that Secured Parties pro rata share of any loss or liability incurred by the Security Trustee in acting as the Security Trustee.
- e. Except where specifically provided otherwise by this Deed, the Security Trustee is not obliged to review or check the adequacy, accuracy or completeness of any document it forward to another party.
- f. The Security Trustee may carry on any business with any Chargor or its related entities.

Executed as a Deed by

**THE SPECIALIST WORKS LIMITED**

acting by:-



...IN THE PRESENCE OF:

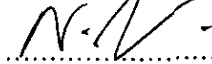


ROSE HANNES  
SOLICITOR

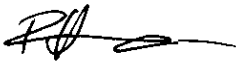
pdt solicitors  
Premier House  
36-48 Queen Street  
Horsham  
West Sussex  
RH13 5AD

Executed and delivered as a Deed by

**NICK ILLSTON**



In the presence of:-



ROSE HANNES

Solicitor -  
pdt solicitors  
Premier House  
36-48 Queen Street  
Horsham  
West Sussex  
RH13 5AD